

## SERVICES AGREEMENT (DCBID-PATH)

This Services Agreement (this “**Agreement**”) is effective as of August 12, 2015, by and between the **DOWNTOWN CENTER BUSINESS IMPROVEMENT DISTRICT MANAGEMENT CORPORATION**, a California nonprofit mutual benefit corporation (“**DCBID**”) and **PATH**, a California nonprofit public benefit corporation (“**PATH**”), each occasionally a “**Party**” and collectively, the “**Parties**.”

### RECITALS

A. DCBID is the nonprofit organization organized for the purpose of managing the Downtown Center Business Improvement District (the “**District**”), a property-based business improvement district organized for the purpose of improving and promoting the Central Business District of Downtown Los Angeles.

B. PATH is a nonprofit organization working to end homelessness in California by prioritizing housing while providing customized supportive services for people in need.

C. DCBID desires to retain PATH’s services to supply and staff a mobile case management team to provide certain services for homeless individuals in the District, including, without limitation performing community outreach, providing supportive services, and assisting in location, placement and retention in permanent supportive housing, which Services are more fully described in Section 1 below (the “**Services**”).

NOW, THEREFORE, the Parties, in consideration of the foregoing Recitals, which are incorporated herein, mutual covenants and other good and valuable consideration, agree as follows:

#### 1. PATH Services.

(a) PATH submitted to DCBID and DCBID approved PATH’s “Proposal to Address Homelessness in Downtown Los Angeles” (the “**Proposal**”), (attached as Exhibit A), which Proposal describes PATH’s organization, mission and the services PATH provides. During the Term (defined in Section 2), PATH shall provide, for the benefit of DCBID a Dedicated Mobile Team to perform the functions described in Section B(1) of the Proposal, and to further the goals stated in Section A of the Proposal in accordance with the terms and conditions set forth in this Agreement.

(b) PATH shall perform the Services provided for in this Agreement only in the District, the geographic area of which is depicted on Exhibit B to this Agreement. The Parties acknowledge that PATH may undertake other activities that are similar to the Services in areas of Los Angeles outside of the District, but that PATH may not charge DCBID for any such activities.

(c) At DCBID’s request from time to time, and in no event less frequently than once each month during the Term, PATH shall meet with representatives of DCBID to

inform DCBID of the Services performed in the time since the last meeting, provide DCBID a written report detailing, to DCBID's reasonable satisfaction, the Services performed during the time since the last meeting and confer with DCBID about the progress of the Services.

(d) PATH shall perform the Services in a good and professional standard comparable to the work provided by other organizations providing similar services in the Los Angeles metropolitan area.

**2. Term.**

(a) This term (the "**Term**") of this Agreement shall commence on October 1, 2015 and terminate on the earlier to occur of (a) the date upon which a Party terminates this Agreement in accordance with the terms of Section 2(b) below or (b) September 30, 2016 (the "**Scheduled Expiration Date**"). Unless and until either of the Parties terminates this Agreement in accordance with the terms of Section 2(b), (i) the Parties may extend the Term for a second year upon the same terms and conditions in this Agreement, subject to the mutual agreement of both Parties or (ii) if the Parties have not extended the Term, then the Agreement shall continue on a month-to-month basis on the same terms and conditions as contained in this Agreement.

(b) Either Party may terminate this Agreement at any time, for any reason or for no reason, effective thirty (30) days after the non-terminating Party has been provided with written notice. Additionally, either Party may terminate this Agreement at any time for cause, effective immediately. The existence of "cause" for termination shall mean any of the following: (i) PATH's failure to effectively perform its duties hereunder after being advised of such failure and not correcting its performance within ten (10) days after being so advised; (ii) DCBID's failure to make a payment in accordance with the terms of Section 3(a), which failure continues for more than thirty (30) days after the date the payment is originally due or (iii) fraud, misrepresentation or willful misconduct in the course of performance hereunder which materially and adversely affects either Party.

**3. Service Fee.**

(a) As consideration for PATH performing the Services, DCBID shall pay PATH a monthly fee (the "**Service Fee**"), in arrears, in accordance with Section 3(b). The Service Fee shall be the sum of the Administrative Expenses and the Flexible Fund Expenses incurred during the previous month, which are estimated on the Initial Budget attached as Exhibit C.

(i) The "**Administrative Expenses**" shall be comprised of the administrative, personnel and operating expenses incurred by PATH to perform the Services. In no event shall the Administrative Expenses exceed \$11,765 for any single month without DCBID's prior written approval.

(ii) The "**Flexible Funds Expenses**" shall be to reimburse the necessary and reasonable expenses incurred during the previous month and shall include, but not be limited to, bus tokens for transportation to housing appointments, services and job interviews; housing application fees; security deposits for rental housing; motel vouchers; and ID application fees. In no event shall PATH be refunded (A) more than \$1,000 in Flexible Fund Expenses

incurred for the benefit of a single person unless DCBID has given PATH prior written approval for any amount over \$1,000 or (B) more than \$15,000 of Flexible Fund Expenses during a twelve (12) month period unless DCBID has given PATH prior written approval for any amount over \$15,000.

(b) On or before the fifteenth (15<sup>th</sup>) day of every month, PATH shall provide to DCBID (i) an invoice for the previous month's Service Fee along with an itemization of the Administrative Expenses and Flexible Funds Expenses incurred in the prior month and (ii) all receipts and documentation for the itemized Administrative Expenses and Flexible Funds Expenses. PATH shall provide DCBID such additional information and documentation as is necessary to resolve any questions DCBID may have about any itemized Administrative Expenses and Flexible Funds Expenses. DCBID shall remit the invoiced amount on or before the thirtieth (30<sup>th</sup>) day after the earlier of (1) the day the invoice is first received or (2) the day DCBID receives such additional information as is reasonably necessary to confirm the validity of any portion of the Service Fee.

#### **4. Liability; Indemnification & Insurance**

(a) **Liability & Indemnification.** Neither the DCBID nor any of its directors, officers, representatives, agents or employees (collectively, the "**DCBID Parties**"), will be liable for any liability, loss, claim, cost, expense (including reasonable attorneys' fees and costs), damage or injury of any kind or character (collectively, "**Liabilities**") to any of PATH, PATH's employees, agents, representatives, invitees, guests, and individuals assisted by PATH (collectively, "**PATH Parties**") or to any person or property arising out of or in connection with this Agreement, or their presence in the District except to the extent caused by the DCBID's sole negligence or intentional acts. PATH hereby agrees to indemnify, defend and hold the DCBID Parties free and harmless from and against all Liabilities arising out of PATH's performance of this Agreement or the presence of PATH Parties in the District except where such Liabilities are the result of the sole negligence or intentional acts of the DCBID. PATH is solely responsible for all data entered into any database or reported to third parties, including governmental agencies, regarding the Services or this Agreement.

(b) **Insurance.**

(i) **Insurance Required.** PATH will, at its expense, maintain the following policies of insurance:

(1) Comprehensive or commercial general liability insurance on an occurrence basis, having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, which will cover blanket contractual liability, products and completed operations. PATH shall also obtain and maintain excess liability coverage (umbrella policy) in the amount of Two Million Dollars (\$2,000,000) and will designate the DCBID and its Board of Directors as additional insureds;

(2) Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, insuring against liability for claims arising out of ownership, maintenance or use of any owned, hired or

non-owned automobiles and designating the DCBID and its Board of Directors as additional insureds;

(3) Workers' compensation insurance having limits not less than those required by statute and covering all persons employed by PATH in the performance of its obligations hereunder and employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000), such policies to include a waiver of subrogation by PATH's insurer against the DCBID.

(4) Insurance required to be maintained by PATH hereunder will be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A as set forth in the most current issue of "Best's Insurance Guide." All insurance to be maintained by PATH hereunder (i) except for worker's compensation and employers' liability insurance, will be primary, without right of contribution from other insurance which may be in effect, and will not be invalidated or reduced by the acts or omissions of other insureds, or by any breach, violation or misrepresentation of any warranties, declarations or conditions in said policy and (ii) will not be materially modifiable or cancelable without thirty (30) days' prior written notice to the DCBID.

i) Evidence of Insurance. Before commencing the work hereunder, PATH shall provide the DCBID with certificates or other documentary evidence of the above insurance satisfactory to DCBID.

ii) Additional insureds. Coverage afforded under commercial, comprehensive or general liability insurance, and auto insurance shall cover, as additional insureds the DCBID with respect to any occurrences arising out of or in connection with the acts or omissions of the named insured or any of its personnel, employees, and/or sub-contracted employees in the area of performance. Such coverage shall be primary for all purposes.

iii) Waiver of Subrogation. PATH hereby waives, as against the DCBID, and against its directors, employees, agents, and representatives, any and all right to recovery for any and all losses and damages incurred under liability insurance policy, any worker's compensation insurance policy, and extended coverage insurance policy, in force at the time of any such loss or damage. PATH shall upon obtaining policies hereunder, give notice to the appropriate insurance carrier that the foregoing Waiver of Subrogation is contained in this Agreement.

5. **Confidentiality.** Each Party acknowledges and agrees that litigation may reasonably be expected to arise from issues relating to the Services. PATH understands the confidential nature of the work contemplated under this proposal. PATH will maintain as confidential any studies, analysis, drawings, plans, documents, programs, data, notes, memoranda, correspondence, information, or any other written, oral or electronic communication or depiction provided by DCBID, or its respective board members, officers, employees, contractors, or consultants (collectively, the "**DCBID Parties**") or which PATH creates or obtains from (a) inspecting or being present on any of DCBID's property, (b) performing tests, studies, analysis, or investigations on behalf of DCBID or (c) being present at any meeting (or

telephone call) with (or at the request of) any of the DCBID Parties (collectively, the “**Confidential Information**”). PATH shall not release, distribute, disclose, discuss, or publish the Confidential Information to any third party without prior permission from DCBID, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Prior to any release being made under compulsion or order of law, PATH shall provide DCBID written notice of such order or compulsion (including any documents in PATH’s possession purporting to substantiate such compulsion or order) and shall cooperate with DCBID’s efforts to contest such compulsion or order by any lawful means and shall not release the Confidential Information until such time as DCBID’s contestation has failed or the time period for such contestation will imminently expire and PATH has provided DCBID with written notice that it intends to make such release. Notwithstanding the foregoing provisions, PATH may disclose Confidential Information to third parties without obtaining any further permission if such Confidential Information has previously been disclosed by any of the DCBID Parties (or PATH in accordance with the foregoing provisions of this section) to third parties or is otherwise available in the public domain.

**6. Ownership of Materials and Equipment.** All materials and equipment provided to PATH by DCBID shall be immediately returned to DCBID on the expiration or early termination of this Agreement and PATH shall have no right of ownership or independent use of such materials or equipment. All works and materials, written or otherwise, generated by or for PATH in the performance of this Agreement, shall be deemed “work made for hire” and shall, between the Parties, be DCBID’s exclusive property.

**7. Not a Joint Venture.** Nothing contained in this Agreement shall create any partnership or joint venture between the Parties. PATH, and each person performing the Services, shall perform the Services hereunder as an independent contractor, not as an agent or employee of the DCBID. PATH will not retain third parties or enter into third party contracts on DCBID’s behalf without prior written authorization from DCBID.

**8. Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing, shall be deemed duly given upon actual receipt and shall be delivered (a) in person, (b) by registered or certified mail, (c) by a generally recognized overnight courier services that provides written acknowledgement by the addressee of receipt, or (d) by facsimile or other generally accepted means of electronic transmission (provided that a copy of any notice delivered pursuant to this clause (d) shall also be sent pursuant to clause (b)) addressed as follows:

If to DCBID

Downtown Center Business Improvement District  
Management Corporation  
626 Wilshire Boulevard, Suite 200  
Los Angeles, California 90017  
Attention: Carol Schatz, President & Chief  
Executive Officer  
Tel: (213) 624-2146  
email: [cschatz@downtownla.com](mailto:cschatz@downtownla.com)

If to PATH

PATH  
340 North Madison Avenue  
Los Angeles, CA 90004  
Attention: Jeremy Sidell, Chief Development  
Officer  
Tel: (323) 644-2231  
email: jeremy@epath.org

Except as otherwise specified herein, all notices and other communications shall be deemed to have been given on (x) the date of receipt, if delivered personally or (y) five days after posting, if transmitted by certified mail. Any Party hereto may change its address for purposes hereof by notice to the other Party given in accordance with this section.

**9. Dispute Resolution.** Any dispute, controversy or claim (a “**Dispute**”) between the Parties arising from or relating to the subject matter of this Agreement shall be determined solely and exclusively by the process set forth in this Section 9.

(a) Pre-Arbitration Negotiations. If a Party has a Dispute, then that Party (the “**Disputing Party**”) shall send to the other Party a written notice (the “**Dispute Notice**”) detailing the substance of the Dispute and provided detailed information as is necessary to allow the other Party (the “**Non-Disputing Party**”) to evaluate the substance of the Dispute. The Parties shall meet within fifteen (15) days of the Non-Disputing Party’s receipt of the Dispute Notice, during which meeting the Parties shall attempt, in good faith, to resolve the Dispute. If the Parties do not resolve the Dispute during such meeting, the Parties shall, continue to take active steps, in good faith, to resolve the Dispute during the next thirty (30) days.

(b) Arbitration. In the event that the Parties do not resolve the Dispute during the informal resolution process set forth in Section 9(a) above, then, no sooner than forty-five (45) days after the Non-Disputing Party received the Dispute Notice, either Party may request that the Dispute proceed to arbitration under, and in accordance with the Commercial Arbitration rules and practices then in effect of, the American Arbitration Association, or any successors thereto (“**AAA**”), in Los Angeles, California, unless the Parties agree otherwise in writing. DCBID and PATH shall jointly select an arbitrator. In the event DCBID or PATH fail to agree upon an arbitrator within ten days, then each of them shall select an arbitrator and such arbitrators shall then select a third arbitrator to serve as the sole arbitrator; provided, that if either party, in such event, fails to select an arbitrator within seven days, such arbitrator, shall be selected by the AAA upon application of either party. Within twenty (20) days after the conclusion of the arbitration hearing, the arbitrator shall use his or her best efforts to prepare written findings of fact and conclusions of law.

(c) Judgment. Judgment upon the award of the arbitrator in accordance with this Section 9 shall be final and binding and may be entered in any court of Los Angeles, California and in any U.S. district court sitting in Los Angeles, California, and the Parties hereby irrevocably waive any right to appeal from such judgment. Each Party hereby irrevocably submits to the exclusive jurisdiction of such courts with respect to such matters. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue in any such suit, action or proceeding in any of such

courts or any claims that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party to this Agreement covenants not to institute any action in any court with respect to any matter under or relating to the subject matter of this Agreement other than in accordance with this Section 9.

## **10. Miscellaneous.**

(a) Entire Agreement and Amendment. Except as set forth herein, this Agreement constitutes the entire understanding between the Parties. This Agreement can only be amended in writing signed by the Parties hereto.

(b) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of California without giving effect to the principles of conflict of laws thereof.

(c) Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile); all of such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts of this Agreement have been signed by each party (including by facsimile) and delivered to the other party.

(d) Severability. If any term or provision of this Agreement shall be found invalid or unenforceable, such term or provision shall be in effect as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid and unenforceable.

(e) Successors and Permitted Assigns. In the event that this Agreement is assigned, the Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Parties; provided, however, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder in whole or part without the prior written consent of the other Party hereto, and any such transfer or assignment without consent shall be void, ab initio. Other than parties to whom this Agreement or rights, interests or obligations hereunder are validly assigned or transferred pursuant to the preceding sentence, this Agreement does not run to the benefit of, and is not enforceable by, any other person or entity other than the Parties.

(f) Time of Essence. Time is of the essence of this Agreement.

(g) Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving Party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition of this Agreement.

(h) No Liability. In no event shall DCBID's board members, officers, employees, or agents have any liability for any claim, cause of action or other liability arising out of or related to this Agreement, whether based on contract, law or equity.

Each of the Parties has executed this Services Agreement as of the date first set forth above.

**CLIENT:**

**DOWNTOWN CENTER BUSINESS  
IMPROVEMENT DISTRICT  
MANAGEMENT CORPORATION,**  
a California nonprofit mutual benefit  
corporation

By: 

Name: Carol Schatz  
Its: President & CEO

**SERVICE PROVIDER:**

**PATH,**  
a California nonprofit public benefit  
corporation

By: 

Name: 

Its: 

Exhibit A

Scope of Services



## Proposal to Address Homelessness in Downtown Los Angeles

We at PATH firmly believe that the best way to end homelessness—both in downtown Los Angeles and throughout the United States—is to directly connect people living on the streets with permanent, affordable housing linked with critical supportive services. As such, we would like to partner with the Downtown Center Business Improvement District Management Corporation (DCBID) to implement a focused homeless outreach initiative within the boundaries of the Downtown Center Business Improvement District in Downtown Los Angeles (the Service Area) by establishing a mobile case management team to perform community outreach, provide supportive services, and conduct permanent housing location, placement, and retention activities in accordance with the terms of the Services Agreement between PATH and DCBID (the Agreement).

### A. Company Information

For more than 30 years, PATH has been working tirelessly “to end homelessness for individuals, families, and communities.” We have more than 200 staff providing services out of 22 locations from as far south as San Diego to as far north as San Luis Obispo, with a new location soon to be established in San Jose. Our primary administrative offices are located in Central Los Angeles, and the majority of our programs serve Los Angeles County. Our programs provide a comprehensive continuum of services designed to end all types of homelessness. All services are housing-centric, focusing on connecting program participants with appropriate housing and providing the wrap-around supportive services they need to overcome their individual barriers to long-term housing stability.

All of PATH’s programs are centered around the following core approaches:

- 1) **Permanent housing.** The overarching goal of all our programs is to help the people we serve successfully transition into permanent homes. PATH has 12 full-time housing locators, one of the largest housing teams in Southern California, who work tirelessly to cultivate relationships with landlord and property management companies and identify housing opportunities for our clients. We currently have relationships with more than 700 landlords. We also provide access to apartments through our housing development arm, PATH Ventures, and through dedicated housing vouchers through Section 8 and our contracts with the VA and Department of Health Services (DHS).
- 2) **Housing retention.** To help our clients maintain long-term housing stability, navigators provide ongoing support for clients after they transition into permanent homes. They continue to meet with clients for as long as the client needs support. By using this approach to help clients address potential issues before they become crises, our supportive housing programs maintain a housing retention rate above 90%. We are also establishing a housing intervention team to provide support, relocation assistance, and landlord mediation services for former clients who are at risk of returning to homelessness.

- 3) **Individualized case management.** All of PATH's navigators provide housing-oriented case management throughout each client's journey, from engagement to long-term housing stability. In keeping with PATH's dedication to a non-judgmental and low-barrier approach, navigators do not consider any clients to be "service resistant"; rather, we believe such individuals simply require a more customized approach to ensure that the services provided are appropriately meeting their individualized needs. Navigators carefully personalize interventions to each individual client's needs and situation, rather than forcing every client to follow a predetermined set of steps to housing. This flexible approach allows us to successfully serve a larger number of individuals who might otherwise decline assistance.
- 4) **Interim housing.** In order to provide a stable environment as individuals and families transition from the streets into permanent homes, PATH offers 346 interim beds in Los Angeles and San Diego. This program provides participants with a safe place to stay while they access the resources and services they need to achieve permanent housing.
- 5) **Street outreach.** This is the primary avenue through which we identify individuals to participate in our programs. Mobile teams of navigators consist of both MSW- and BA-level staff with mental health experience, substance abuse certifications, Emergency Medical Technician/Registered Nurse training, and/or peer-lived experience. We have outreach teams based in communities throughout Southern California who build relationships with the most vulnerable individuals. These teams work in conjunction with the emerging county-wide Coordinated Entry System (CES) to connect clients with services and housing.
- 6) **System navigation.** In order to best serve PATH's high-needs target populations, our navigators use a "whatever it takes" approach. If ensuring a client's success means making appointments for them, transporting them to visit outside service providers or health care providers, or walking them through the steps of enrolling in benefits, then that is what our navigators do.
- 7) **Income assistance.** For those clients who are able to work, PATH provides job skills workshops, employer networking opportunities, help identifying and applying for appropriate opportunities, and access to a full-service salon to prepare for interviews. All clients are also screened for eligibility for public benefits upon intake, and supported throughout the application process to ensure they receive all benefits for which they are eligible.
- 8) **Health and wellness.** Health and stability are intrinsically linked. PATH partners with healthcare providers, including managed care companies (like Care 1<sup>st</sup>), the Los Angeles County Department of Health Services (DHS), and the VA Greater Los Angeles Healthcare System to provide strategic "in-reach" in local hospitals and emergency rooms to connect homeless individuals who frequently utilize these services with more appropriate medical homes, services, and housing. To support these efforts, we have contracts with multiple health care providers to provide beds dedicated to medically needy individuals and we work to connect these clients with on-site federally-qualified health centers, mental health care, and substance abuse counseling.

PATH has coordinated numerous targeted outreach efforts in the communities near Downtown Los Angeles. Our primary facility provides services in Central Los Angeles, less than four miles from the heart of Downtown, and we have ongoing involvement with the Hollywood 4WRD collaborative in the Hollywood community, through which we provide street outreach and partner with local service providers to connect the most vulnerable individuals living on the streets with the housing and services they need. In 2011, we also spearheaded an initiative to create a database of the most vulnerable homeless individuals in the Silver Lake neighborhood using the Vulnerability Index developed by the national 100,000 Homes campaign. By identifying those individuals who were the most vulnerable living on the

streets and prioritizing them for permanent housing, PATH successfully reduced homelessness in Silver Lake by 32% within the first four months following the survey alone.

## **B. Process / Experience**

PATH proposes addressing the issue of homelessness in Downtown Los Angeles using one of three staffing approaches. The specific model utilized will depend on which of the three proposed approaches DCBID determines to be the most appropriate to the community's needs. The three proposed approaches to staffing the program are as follows:

- 1. Dedicated Mobile Team:** This mobile, field-based team would consist of one (1) MSW-level individual who has experience with hard-to-serve populations, two (2) BA-level staff with mental health experience, substance abuse treatment certifications, and/or Emergency Medical Technician/Registered Nurse training, and one (2) individuals, provided by Chrysalis Enterprises, with peer-lived knowledge and past experience providing mentorship and services, all under the guidance of PATH's Director of Outreach. This multi-disciplinary team would provide services to people experiencing homelessness in the Service Area using a "navigation" approach, which blends street outreach and case management with evidence-based approaches (peer support and harm reduction), alongside recovery principals, motivational interviewing, and kinship. Navigators provide housing-focused support to all clients while utilizing a Critical Time Intervention (CTI) model to help them reintegrate into the local community by developing independent living skills and building support networks. The proposed team would provide services in the Service Area five (5) days/week, using a dedicated outreach vehicle to reach and transport homeless clients as needed. [Selected alternative.]
- 2. Intensive Outreach and Service Management:** PATH would provide administrative and programmatic oversight for DCBID's existing four-person outreach team. The existing four-person team would be responsible for conducting VI-SPDATs, local street outreach, case management, housing placement, supportive services for individuals living permanent housing, and community mobilization efforts, all under the expert supervision and guidance of a Regional Manager provided by PATH. This individual would have a Master's Degree in Social Work and be a Licensed Clinical Social Worker (LCSW) qualified to provide clinical oversight to the program.
- 3. Intensive Management for a Blended Team:** PATH would provide administrative and programmatic oversight for a four-person outreach team consisting of two (2) BA-level staff with mental health experience, substance abuse treatment certifications, and/or Emergency Medical Technician/Registered Nurse training provided by PATH and two (2) individuals with peer-lived experience provided by Chrysalis Enterprises. Supervision and guidance would be provided by a Regional Manager, provided by PATH, who would have a Master's Degree in Social Work and experience with hard-to-serve populations.

Whichever staffing model DCBID ultimately chooses to adopt, the program will support and participate in the SPA 4 Coordinated Entry System (CES), including completion of VI-SPDATs, data entry into the Homeless Management Information System (HMIS), system navigation for clients, support for volunteer and community groups engaged in CES, and participation in co-case management meetings with SPA 4 CES leads. Additionally, PATH will provide the oversight, training, and direction necessary to incorporate DCBID staff and contractors (including, without limitation, Chrysalis staff members working under contract for DCBID) and other community members invited by DCBID into local housing and service provider collaborative meetings and will ensure that the outreach, service, and housing placement model used in the Service Area is consistent with accepted best practices, as well as with the approach utilized by neighboring communities. As part of the program, PATH will also provide the following services to support the outreach team's efforts in the Service Area:

***Outreach Hotline:*** PATH will provide a centralized entity/contact/referral line for reports regarding people experiencing homelessness or community concerns related to homeless activity within the Service Area. This hotline number will be provided to local stakeholders through one-on-one engagement efforts, community meetings, and via informational pamphlets/cards that will be distributed by outreach staff and made available through local participating businesses and groups.

***Permanent Housing Placement:*** PATH's housing navigators identify local landlords, establish relationships, and partner with them to identify affordable, local scattered-site units that can be made available to homeless individuals. PATH will leverage its team of 12 housing locators, who are specifically focused on cultivating and engaging landlords and matching homeless clients with appropriate units. They work with housing authorities, property owner alliances, realtors, developers, and affordable housing networks to identify units and advocate for clients. They also reach out to faith networks, neighborhood councils, and community groups to identify property owners willing to lease to our clients and refer notices of available units in their areas. Housing locators work directly with clients to determine their housing needs and help them locate and secure appropriate units.

***Supportive Services:*** Downtown clients will have access to the full allotment of services provided through PATH's Los Angeles Center—located less than four miles from the heart of downtown Los Angeles—including case management, health clinic, mental health support, recovery programs, housing location, and employment assistance. Clients will also be connected with third-party service partners if/when appropriate for their needs.

***System Navigation:*** In order to best serve the high-needs homeless population residing in the Service Area, navigators will use a housing focused, “whatever it takes” approach to ensure clients are effectively connected with the myriad city, county, and local providers necessary to meet their needs. If ensuring a client’s success means making appointments for them, transporting them to visit outside service providers or health care providers, or walking them through the steps of enrolling in benefits, then that is what our team will do.

***Training Program for DCBID Staff:*** Knowing and utilizing effective, proven outreach techniques during encounters with homeless individuals is critical to encourage them to access services, transition off the streets, and move into housing. PATH staff will implement a “Homelessness 101” training program for DCBID staff, safety and maintenance contractors, and other community members invited by DCBID, to ensure that staff and local stakeholders are working together to address homelessness in the most effective way possible.

Through the use of the VI-SPDAT assessment tool, PATH will prioritize the most vulnerable individuals living on the Service Area’s streets for housing. To combat an anticipated lack of affordable permanent housing, we will utilize a combination of creative approaches to get clients housed, including move-in assistance, public benefits, shared housing, HUD-VASH vouchers, and a robust landlord cultivation program. Our team of 12 housing locators specifically focus on cultivating and engaging landlords and matching clients with appropriate units. They work with housing authorities, property owner alliances, realtors, developers, and affordable housing networks to identify units and advocate for clients. They also reach out to faith networks, neighborhood councils, and community groups to identify property owners willing to lease to our clients and refer notices of available units in their areas. Additionally, we have set up a pool of funds from private donors to provide flexible assistance to clients that allows them to access housing more readily. This has enabled us to significantly speed up the time it takes to secure a unit, and provides additional credibility to landlords. This approach is similar to the one implemented by PATH in our existing Gateway Connections program in the Gateway Cities region of Los Angeles County. This region faces a notable lack of affordable housing, which makes identifying appropriate permanent homes

for clients challenging. Using the tactics described above, however, the program has served 1,500 unduplicated homeless individuals, 212 of whom have moved into permanent homes, since 2012.

### **C. Measuring Success**

As part of our commitment to a Housing First model, PATH tracks housing-related indicators and outcomes so that navigators can monitor our participants' progress toward long-term housing stability both on an individual and program-wide level. Program directors use this data to run comprehensive reports that allow for quantitative evaluations of our programs based on established program objectives, including: number of households placed into permanent homes, number of households who maintain their current housing, number of participants increasing their income through employment and/or benefits, and number of participants accessing supportive services. In the event that the outcomes revealed in these reports show that our current strategies are not producing the desired results, directors discuss the discrepancy with PATH's two Chief Program Officers, who then partner with the senior management team to identify new solutions that will better achieve the program's goals.

### **D. Cost & Timeline**

PATH has provided to DCBID, on a separate worksheet attached as Exhibit B to the Agreement, an estimate of the cost of providing the proposed services in the Service Area over the course of one year. The allocation of these funds will vary depending on the proposed program staffing model that is ultimately adopted. The proposed program is designed to provide services over multiple program years with no/minimal need for revisions to the overall program model. Staffing, and the exact services provided, can be revisited and adjusted as necessary on an ongoing basis to ensure that they are consistent with the community's evolving needs over time.

PATH anticipates that the program will be fully staffed and operational within 30 to 90 days from contract execution. The exact timeframe will be mutually agreed upon by PATH and DCBID based on which staffing option is deemed the most appropriate for the program's needs.

Exhibit B

Downtown Business Improvement District Service Area

<b>PATH - Program Budget</b>				
Strategic Outreach - DCBID				
Option 1 - Blended Team with MSW oversight				
LINE ITEM	TOTAL	PATH	Annual Request	Monthly Request
<b>ADMINISTRATIVE EXPENSES:</b>				
Personnel				
Director of Outreach (.2 FTE @ \$90k)	\$ 18,000	\$ 18,000	\$ -	
Navigator III (.5 FTE @ \$55k)	\$ 27,500	\$ 13,750	\$ 13,750	
Navigator II BA, EMT/RN/SAC (2 FTE @ \$42k each)	\$ 84,000	\$ -	\$ 84,000	
Navigator I Peer Support (2 FTE provided by Chrysalis)	3rd Party			
Fringe Benefits	\$ 36,260	\$ 8,890	\$ 27,370	
<b>Total Personnel</b>	<b>\$ 165,760</b>	<b>\$ 40,640</b>	<b>\$ 125,120</b>	
Operating Expenses				
Computer & IT	\$ 4,500	\$ 3,800	\$ 700	
Insurance	\$ 3,200	\$ 2,900	\$ 300	
Office Supplies/Printing/Postage	\$ 2,300	\$ 2,000	\$ 300	
Phone/Fax	\$ 2,400	\$ 2,000	\$ 400	
Van Repair/Maintenance	\$ 850	\$ 425	\$ 425	
Auto Fuel (Outreach Van)	\$ 2,600	\$ 1,500	\$ 1,100	
Training & Staff Development	\$ 1,200	\$ 1,200	\$ -	
<b>Total Operating</b>	<b>\$ 17,050</b>	<b>\$ 13,825</b>	<b>\$ 3,225</b>	
<b>Total Administrative Expenses</b>	<b>\$ 182,810</b>	<b>\$ 54,465</b>	<b>\$ 128,345</b>	
<b>Administration (10%)</b>	<b>\$ 18,281</b>	<b>\$ 5,447</b>	<b>\$ 12,835</b>	
<b>Total Administrative Expenses w/ Admin</b>	<b>\$ 201,091</b>	<b>\$ 59,912</b>	<b>\$ 141,180</b>	\$ 11,765
<b>FLEXIBLE FUNDS EXPENSES:</b>				
Flexible Funds	\$ 15,000	\$ -	\$ 15,000	
<b>Administration (10%)</b>	<b>\$ 1,500</b>	<b>\$ -</b>	<b>\$ 1,500</b>	
<b>Total Administrative Expenses w/ Admin</b>	<b>\$ 16,500</b>	<b>\$ -</b>	<b>\$ 16,500</b>	As needed
<b>TOTAL ANNUAL EXPENSES</b>	<b>\$ 217,591</b>	<b>\$ 59,912</b>	<b>\$ 157,680</b>	

Exhibit C

Initial Budget

# Downtown Center

Business Improvement District  
City of Los Angeles

